

BART M. DAVIS, IDAHO STATE BAR NO. 2696  
UNITED STATES ATTORNEY  
**NICHOLAS J. WOYCHICK, IDAHO STATE BAR NO. 3912**  
**ASSISTANT UNITED STATES ATTORNEY**  
DISTRICT OF IDAHO  
WASHINGTON GROUP PLAZA IV  
800 EAST PARK BOULEVARD, SUITE 600  
BOISE, ID 83712-7788  
TELEPHONE: (208) 334-1211  
FACSIMILE: (208) 334-1414  
Email: Nick.Woychick@usdoj.gov

Attorneys for Plaintiff  
United States of America

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA,

Plaintiff,

v.

WISSEL FARMS CORPORATION, an Idaho  
Corporation; BENITA GUADALUPE  
WISSEL; MATTHEW MARK WISSEL;  
KRISTOFER WADE JOHNSON; MORGAN  
ALEXANDRIA WISSEL; ADRIANA  
MAUDE WISSEL; KENNETH THOMAS  
ST. JOHN; and AMANDA ROSE ST. JOHN,

Defendants.

Case No.

**COMPLAINT**

COMES NOW the Plaintiff United States of America, acting through the United States Department of Agriculture on behalf of the Farm Service Agency ("FSA"), and for its claim for relief against the above-named Defendants, alleges as follows:

### **JURISDICTION & VENUE**

1. This court has jurisdiction of this civil action under 28 U.S.C. § 1345, as the United States is Plaintiff. Venue is proper pursuant to 28 U.S.C. § 1391, because a substantial part of the acts, events and/or omissions giving rise to the United States' claims occurred in the state of Idaho and because a substantial part of the personal property that is the subject of this litigation is located in the state of Idaho.

### **FACTUAL ALLEGATIONS**

2. On or about June 7, 2013, Defendant Wissel Farms Corporation, through its president, Benita Guadalupe Wissel, and Benita Guadalupe Wissel, Matthew Mark Wissel, Kristofer Wade Johnson, Morgan Alexandria Wissel, Adriana Maude Wissel, Kenneth Thomas St. John, and Amanda Rose St. John, acting in their individual capacities,<sup>1</sup> executed and delivered to FSA, a promissory note evidencing a loan made to them pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. §§ 1921, *et seq.*). Under the terms of this promissory note, the Wissel Defendants promised *inter alia* to pay to the United States the principal sum of \$300,000.00, plus interest thereon at the rate of 1.25 percent per annum. A true and correct copy of said promissory note is attached hereto as Exhibit A and incorporated herein by reference. The United States, acting through the United States Department of Agriculture and on behalf of FSA, is the owner and holder of said note.

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<sup>1</sup> Unless otherwise noted below the Defendants Wissel Farms Corporation, Benita Guadalupe Wissel, Matthew Mark Wissel, Kristofer Wade Johnson, Morgan Alexandria Wissel, Adriana Maude Wissel, Kenneth Thomas St. John, and Amanda Rose St. John will be referred to collectively herein below as "the Wissel Defendants."

3. On or about June 7, 2013, the Wissel Defendants executed and delivered to FSA a security agreement describing farm and other equipment then owned or thereafter acquired, together with all replacements, substitutions, additions, and accessions. This security agreement was perfected by the filing of financing statements with the Idaho Secretary of State on or about June 6, 2013, as Instrument Nos. B 2013-1 124498-0, B 2013-1 124497-1, B 2013-1124496- 2, B 2013-1 124494-4, B 2013-1124492-5, B 2013-1 124492-6, B 2013-1124492-7, and B 2013-1124499-9, Official Records of the Secretary of State for the state of Idaho. True and correct copies of said Security Agreement and the related UCC filings are attached hereto as Exhibit B and incorporated herein by reference.

4. As a result of the Security Agreement and UCC filings described above in paragraph 3, FSA has a perfected security interest in the following-described farm equipment owned by Defendant Wissel Farms Corporation and located in the state of Idaho:

- 1 Tractor, Case IH Maximum 5130 (SN 729C);
- 1 Tractor, IHC 504 high clearance (SN P703);
- 1 Tractor, IHC 966 high clearance;
- 1 Tractor, IHC 656 (SN 0238 P#18);
- 1 Tractor, IHC 656 (SN 7335);
- 1 Tractor, IHC 454 (SN 7BS2 P#11);
- 1 Tractor, IHC 674 (SN 1BRY);
- 1 Tractor, Farmall Super C (SN 1815 P#14);
- 1 Tractor, Farmall Super C (SN 2110);
- 1 Tractor, Farmall C (SN 3927);
- 1 Tractor, MF 30;
- 1 Forklift, Toyota 30 (SN 6276 P#17);
- 1 Forklift, Clark (SN 4958);
- 1 Com Picking Line, Portable;
- 1 Snap Bean Harvester w/sorter, Ford (SN 7372 P#15);
- 2 Hyster Dock Plates;
- 4 Pallet Jacks;
- 2500 Field Crates;

- 1 Corn Stalk Bander;
- 3 Commercial Ice Machines;
- 1 Squash and Mini Pumpkin Mini Trailer;
- 1 Crop Cover Retriever;
- 1 Tractor Harvest Racks;
- 1 Pumpkin Loading Belt;
- 1 Bin Dump, Shopbuilt;
- 1 Bean Plater, JD Maximerge 4-row;
- 1 Pumpkin Planter, JD Maximerge 4-row;
- 1 Finger Pick Planter, JD 80;
- 1 Small Seed Planter, Beck 4-row;
- 1 Ripper, JD 5 shank;
- 1 Cultivator-Front, JD;
- 1 Cultivator Bar, Alloway gauge wheels;
- 1 Bedder Bar, 4-row Hyd Fold;
- 1 Offset Disc, Towner;
- 1 Rolling Cultivator, 4-row;
- 1 Bedder w/spray Boom;
- 1 Spray Boom;
- 1 SS tank, front mount;
- 1 SS tank, front mount;
- 1 Rolling Cultivator-tomato, 2-row;
- 1 Pumpkin Harrow, 3-row;
- 1 Back Out Bar;
- 3 Totes, 250 gallon;
- 1 Power Bedder, 2 row;
- 1 Rolling Cutter Bar Crop Cover Cutter, 3 pt;
- 1 Fuel Tank w/pump, 750 gallon;
- 1 Fuel Tank w/pump, 300 gallon;
- 1 Blade, 3 pt; and
- 1 Water Tank, 1000 gallon (plastic).

The above-described farm equipment will be referred to collectively herein below as “the security property.”

5. The Wissel Defendants are delinquent in the payment of their indebtedness described above in paragraph 2. Defendants Kristofer Wade Johnson and Adriana Maude Wissel also filed for and received a discharge of their personal liability on the note described above in paragraph 2 in Case No. 15-03017, filed in the United States Bankruptcy Court for the Eastern District of Washington. The United States Bankruptcy Court for the Eastern District of

Washington entered a discharge of their personal liability in that action on or about December 9, 2015. Due to the delinquent payments and as a result of the bankruptcy filing, the promissory note and security agreement described herein are currently in default. On March 15, 2016, after taking all actions required under applicable regulations, FSA accelerated the entire indebtedness owing under the terms of the promissory note and declared all amounts immediately due and payable.

6. The Wissel Defendants owe the United States under the provisions of the promissory note a total of \$286,237.97, consisting of \$277,704.52 principal and \$8,533.45 in interest accrued through August 7, 2019. Additional interest will continue to accrue after August 7, 2019 until the entry of judgment at a daily rate of \$9.5104.

7. The interests of all Defendants are inferior to FSA's interest in the security property.

8. The United States does not seek to collect a money judgment or deficiency from Defendants Kristofer Wade Johnson and Adriana Maude Wissel personally. Defendants Kristofer Wade Johnson and Adriana Maude Wissel are only named as Defendants in this action in order to foreclose any interest they may have in the security property described above in paragraph 4 and owned by Defendant Wissel Farms Corporation.

9. To the extent the sale of the United States' security property is insufficient to satisfy the sums owing, it requests a judgment against Defendant Wissel Farms Corporation, and individuals Benita Guadalupe Wissel, Matthew Mark Wissel, Morgan Alexandria Wissel, Kenneth Thomas St. John, and Amanda Rose St. John, jointly and severally, for any deficiency.

**FIRST CAUSE OF ACTION**  
(Money Judgment)

10. The United States realleges the allegations contained in paragraphs 1 through 10 above and incorporates the same herein by reference as if set forth fully herein.

11. That at all times material herein United States, acting through the United States Department of Agriculture and on behalf of FSA, is and was the owner and holder of said note (Exhibit A) and the security agreement and associated UCC financing statements (Exhibit B).

12. That as of August 7, 2019, the United States is entitled to judgment against Wissel Farms Corporation and the individual Defendants Benita Guadalupe Wissel, Matthew Mark Wissel, Morgan Alexandria Wissel, Kenneth Thomas St. John, and Amanda Rose St. John Wissel, jointly and severally, in the sum of \$286,237.97, consisting of a principal balance of \$277,704.52, accrued interest of \$8,533.45, together with additional interest that will continue to accrue after August 7, 2019 until the entry of judgment at a daily rate of \$9.5104, together with costs of foreclosure, attorney's fees and court costs as herein alleged.

13. The United States has fulfilled its obligations and performed each and every act and thing required to be performed by it under the promissory note and security agreement described above.

14. Pursuant to the promissory note, security agreement and Idaho law, Defendant Wissel Farms Corporation and the individual Defendants Benita Guadalupe Wissel, Matthew Mark Wissel, Morgan Alexandria Wissel, Kenneth Thomas St. John, and Amanda Rose St. John Wissel, are jointly and severally obligated to pay the United States for the sums noted above in paragraph 12 and any and all amounts advanced or expended by the United States in collecting

the promissory note and/or preserving or protecting the security property, including the United States' attorney's fees and costs.

**SECOND CAUSE OF ACTION**

(Foreclosure)

15. The United States realleges the allegations contained in paragraphs 1 through 14 above and incorporates the same herein by reference as if set forth fully herein.

16. The Wissel Defendants are in default under the terms of the promissory note.

17. In order to secure the payment of the indebtedness, the Wissel Defendants executed and delivered a security agreement to FSA. The security agreement granted the United States a security interest in the security property described more fully above in paragraph 4.

18. The security agreement is valid and enforceable and was properly perfected under Idaho law.

19. The United States' lien and security interest in and to the above-described security property should be foreclosed in accordance with the security agreement and applicable law, including, without limitation, Article 9 of the Idaho Uniform Commercial Code. In furtherance thereof, the United States is entitled to any or all of the following relief:

- a. By reason of the aforesaid payment and other defaults by the Wissel Defendants, and pursuant to the Loan Documents, the United States has a right to take immediate possession of the security property described above, and to sell, lease, or otherwise dispose of the same in its present condition, or following repair, reconditioning or processing, and to apply the proceeds thereof to the expenses of retaking, protecting, holding, preparing for sale, selling or otherwise realizing on the collateral, and to reasonable attorney fees and costs necessarily incurred or expended herein, and thereafter apply the balance to the indebtedness and accrued interest, late charges, costs and fees owed by the Wissel Defendants to the United States as described above.

- b. To cause the Wissel Defendants to assemble the security property and make it available to the United States for repossession at a place designated by the United States;
- c. To allow the United States to take possession of the security property;
- d. To allow the United States to foreclose its security interest in the security property for partial or full satisfaction of the money judgment demanded in this Complaint;
- e. To cause the security property to be levied upon by the United States Marshal or his designee in the County in which said property may be located and sold as directed by this Court. Such sale will constitute a foreclosure of the United States' security interest by judicial process, with the execution lien as to any particular item of the security property to relate back to the date of perfection, all without waiver of the United States' other rights to realize upon said security property;
- f. To have the security property sold at commercially reasonable sale under Article 9 of the Idaho Uniform Commercial Code, held by or at the direction of the United States;
- g. To apply the proceeds from the sale of the security property to the payment of the indebtedness after payment of all collection and sale expenses, including reasonable attorney's fees;
- h. To obtain a judgment against Defendant Wissel Farms Corporation and the individual Defendants Benita Guadalupe Wissel, Matthew Mark Wissel, Morgan Alexandria Wissel, Kenneth Thomas St. John, and Amanda Rose St. John Wissel, jointly and severally, for any deficiency, plus accruing interest, costs and attorney's fees; and/or
- i. To all rights and remedies provided by the Loan Documents, the statutes and laws of the United States and the state of Idaho, and all other rights and remedies available to the United States.

**THIRD CAUSE OF ACTION**  
(Claim and Delivery)

20. The United States realleges the allegations contained in paragraphs 1 through 19 above and incorporates the same herein by reference as if set forth fully herein.



22. By reason of the defaults described above, the United States is entitled to possession of said security property and to foreclose its security interest in the same.

23. To the best of the United States' knowledge, information and belief, the security property described above in paragraph 4 remains in the physical possession, custody and control of Defendant Wissel Farms Corporation, and is believed to be located in the state of Idaho, at or near 11085 Lake Lowell Ave., Nampa, ID 83686.

24. The security property is being wrongfully detained by the Wissel Defendants.

25. The Wissel Defendants have failed to turn over to the United States the possession, custody and control of the security property.

26. To the best of the United States' knowledge, information and belief, the actual value of said security property is currently unknown but is believed to be less than the indebtedness.

27. That the United States is entitled to injunctive relief, based upon the following: (i) unless the Wissel Defendants are restrained without prior notice and enjoined from dissipating, encumbering, selling, concealing, and disposing of the security property, they may dispose of the security property or otherwise impair it, and as a result, the United States will suffer immediate and irreparable injury in that a money judgment may be uncollectable; (ii) the threat and injury to the United States outweighs whatever damage the proposed order or injunction may cause by restraining or enjoining the Wissel Defendants; (iii) enjoining the Wissel Defendants would not be adverse to the public interest; (iv) there is a substantial likelihood that the United States will prevail on the merits of this action or the case presents issues on the merits which should be subject to further litigation.

WHEREFORE, Plaintiff United States of America, requests:

1. That the Court enter Judgment against Defendants Wissel Farms Corporation, and individuals Benita Guadalupe Wissel, Matthew Mark Wissel, Morgan Alexandria Wissel, Kenneth Thomas St. John, and Amanda Rose St. John, jointly and severally, in the amount of \$286,237.97 (\$277,704.52 principal and \$8,533.45 interest accrued through August 7, 2019); and interest to accrue at the rate of \$9.5104 per day from and after August 7, 2019, to the date of judgment, and interest from the date of judgment at the legal rate until paid in full, for costs of suit, and other proper relief.

2. That the Court enter the usual decree of foreclosure for the sale of the security property described above in paragraph 4; that the Plaintiff or any other party to this suit may become a purchaser at the sale of the security property and that the purchaser at said sale shall be issued a bill of sale to the security property so sold and described herein.

3. That the Court order that all persons including the Wissel Defendants, together with each and every person claiming any right, title, claim, liens or encumbrances of any kind or character on or against the security property described in the security agreement subsequent to the United States' lien that is foreclosed in this action, be forever barred and foreclosed of and from all rights and claims in and to such property and farm equipment.

4. That the Court enter an order directing that the proceeds realized from the sale of security property be applied as follows: first, in payment of the costs and expenses of the suit, and second, in payment of the United States' judgment.

5. That the Court award such other and further relief as it deems just and equitable.

DATED this 18<sup>th</sup> day of October, 2019.

BART M. DAVIS  
United States Attorney  
By

/s/ Nicholas J. Woychick  
NICHOLAS J. WOYCHICK  
Assistant United States Attorney

# **EXHIBIT A**

This form is available electronically.

Form Approved - OMB No. 0560-0237  
(See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

FSA-2026

(12-05-12)

U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

Position 2

## PROMISSORY NOTE

1. Name WISSEL FARMS CORPORATION		2. State IDAHO	3. County CANYON
4. Case Number 12-014-XXXX-5259	5. Fund Code 44	6. Loan Number 01	7. Date 06/07/2013
8. TYPE OF ASSISTANCE OL-T 106		9. ACTION REQUIRING PROMISSORY NOTE: <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government"), or its assigns, at in offices in (a) CALDWELL, IDAHO or at such other place as the Government may later designate in writing, the principal sum of (b) THREE HUNDRED THOUSAND AND NO/100 dollars (c) (\$ 300,000.00), plus interest on the unpaid principal balance at the RATE of (d) ONE AND ONE QUARTER percent (e) 1.25 % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may CHANGE THE RATE OF INTEREST in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) 8 (EIGHT)

installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 35,027.00	12/01/2013	\$ 35,027.00	12/01/2014
\$ 35,027.00	12/01/2015	\$ 52,860.00	12/01/2016
\$ 52,860.00	12/01/2017	\$ 52,860.00	12/01/2018
\$ 52,860.00	12/01/2019	\$ N/A	

and (d) \$ N/A thereafter on the (e) N/A of each (f) N/A until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) 7 (SEVEN) years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial MMW Date 6/7/2013 KWJ 6/7/13 KIS 6/7/13  
BGW 6/7/2013 AMW 6/7/13  
MAW 6/7/13

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13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.
14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.
15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.
16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.
17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial *MW* Date *6/7/2013*  
*B.G.W.* *6/7/2013*

*KAS 6/7/13 KTS 6/7/13*  
*ARS 6/7/13*  
*AMW 6/7/13*  
*MAW 6/7/13*



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20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.


21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.


22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

23. Presentment, protest, and notice are waived.


**Signature(s) As Described In State Supplement:**


Wissel Farms Corporation


  
Benita Guadalupe Wissel, President  
11085 Lake Lowell Ave  
Nampa, ID 83686

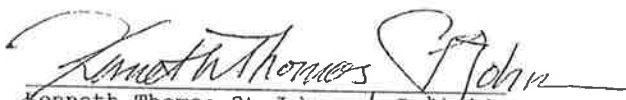
  
Benita Guadalupe Wissel, an Individual  
11085 Lake Lowell Ave  
Nampa, ID 83686


  
Matthew Mark Wissel, an Individual  
11085 Lake Lowell Ave  
Nampa, ID 83686

  
Kristofer Wade Johnson, an Individual  
2549 S Skyview Drive  
Nampa, ID 83686

  
Morgan Alexandria Wissel, an Individual  
11085 Lake Lowell Ave  
Nampa, ID 83686

  
Adriana Maude Wissel, an Individual  
2549 S Skyview Drive  
Nampa, ID 83686

  
Kenneth Thomas St John, an Individual  
2011 NE Thompson Street  
Portland, OR 97212

  
Amanda Rose St John, an Individual  
2011 NE Thompson Street  
Portland, OR 97212

**NOTE:**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

# **EXHIBIT B**



\* This form is available electronically.

Form Approved - OMB No. 0560-0238

(See Page 7 for Privacy Act and Public Burden Statements)

FSA-2028

(09-03-10)

U.S. DEPARTMENT OF AGRICULTURE

Farm Service Agency

Position 1

**SECURITY AGREEMENT**

1. **THIS SECURITY AGREEMENT**, dated (a) June 7, 2013, is made between the United States of America, acting through the U.S. Department of Agriculture, Farm Service Agency (Secured Party) and (b)

WISSEL FARMS CORPORATION

(Debtor), whose mailing address is (c)

11085 LAKE LOWELL AVE, NAMPA, ID 83686-8007

2. **BECAUSE** Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory notes or other instruments, and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory notes or other instruments, all of which are called "Note," which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The Note evidences a loan to Debtor, and Secured Party at any time may assign the Note to any extent authorized by the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party; and

It is the purpose and intent of this Security Agreement to secure prompt payment of the Note and the timely performance of all obligations and covenants contained in this Security Agreement; and

**NOW THEREFORE**, in consideration of said loans and (1) to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other Act administered by Secured Party all with interest; (2) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this Security Agreement; and (3) the timely performance of every covenant and agreement of Debtor contained in this Security Agreement or in any supplementary agreement.

**DEBTOR GRANTS** to Secured Party a security interest in Debtor's interest in the following described collateral, including the proceeds and products thereof, accessions thereto, future advances and security acquired hereinafter (collateral); provided however the following description of specific items of collateral shall not in any way limit the collateral covered by this Security Agreement and the Secured Party's interest therein (a):

Initial

B.G.W.

Date

6/7/2013

KLS

6/7/13

- (b) All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which are planted after this Security Agreement is signed or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after this Security Agreement is signed if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted, growing or grown or harvested on the following described real estate:

(1) Farm or Other Real Estate Owner	(2) Approximate Number of Acres	(3) County and State	(4) Approximate Distance and Direction from Named Town or Other Description
Matt and Benita Wissel		CANYON, ID	11085 Lake Lowell Ave. Nampa
Andre Bickliser	14	CANYON, ID	Lake Ave and Smith Ave
Ronald Van Aucker	95	CANYON, ID	Madison Ave and Northside Blvd
Steve Tobias	5	CANYON, ID	Middleton and Rosevelt
John Babcock	75	CANYON, ID	Midway and Iowa Nampa
9628 Carlene Smith	9	CANYON, ID	Farm 9628 Tract 2971
9628 Carlene Smith	49	CANYON, ID	Farm 9628 Tract 2972

Including all entitlements, benefits, and payments from all State and Federal farm programs; all crop indemnity payments; all payment intangibles arising from said crops and all general intangibles arising from said crops; and all allotments and quotas existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the Debtor to any subsequent party.

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- (c) All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following which are located in the State(s) of (1) Idaho :

(2) Line No.	(3) Quantity	(4) Kind	(5) Manufacturer	(6) Size and Type	(7) Condition	(8) Year	(9) Serial or Model No.
1	1	tractor	Case IH	Maximum 5130			SN 729C
2	1	tractor	Case IH	Maximum 5130			
3	1	tractor	Case IH	Maximum 5130			
4	1	tractor	Case IH	1394			SN 5219
5	1	tractor	IHC	504 high clearance			SN P703
6	1	tractor	IHC	966 high clearance			
7	1	tractor	IHC	656			SN 0238 P#18
8	1	tractor	IHC	656			SN 7335
9	1	tractor	ICH	454			SN 7BS2 P#11
10	1	tractor	IHC	674			SN 1BRY
11	1	tractor	Farmall	Super C			SN 1815 P#14
12	1	tractor	Farmall	Super C			SN 2110
13	1	tractor	Farmall	C			SN 3927
14	1	tractor	Farmall	A			SN 916J P#12
15	1	tractor	MF	30			
16	1	forklift	Hyster	35			SN 414A
17	1	forklift	Toyota	30			SN 6276 P#17
18	1	forklift	Clark				SN 4958
19	1	corn picking line		Portable			
20	1	snap bean harvester w/sorter	Ford				SN 7372 P#15
21	2	hyster dock plates					
22	4	pallet jacks					
23	2500	field crates					
24	1	corn stalker bander					
25	3	commercial ice machines					
26	1	squash and mini pumpkin mini trailer					
27	1	crop cover retriever					
28	1	tractor harvest racks					

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6/7/13

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(2) Line No.	(3) Quantity	(4) Kind	(5) Manufacturer	(6) Size and Type	(7) Condition	(8) Year	(9) Serial or Model No.
29	1	pumpkin loading belt					
30	1	field cabbage picking basket					
31	1	bin dump	shopbuilt				
32	1	bean planter	JD	Maximerge 4 row			
33	1	pumpkin planter	JD	Maximerge 4 row			
34	1	finger pick planter	JD	80			
35	1	small seed planter	Beck	4-row			
36	1	flex 4 row planter		JD 71			
37	1	planter	Monosem	4 row			
38	1	planter	Monossem	2 row			
39	1	planter	Milton	4 row			
40	1	ripper	JD	5 shank			
41	1	bedder		4 row			
42	1	mulcher w/booms					
43	1	Rotary Hoe	JD				
44	3	cultivator bars					
45	4	cultivator bars					
46	1	cultivator bar		4 bar			
47	1	cultivator - front	JD				
48	1	cultivator bar		Alloway gauge wheels			
49	1	bedder bar		4 row hyd fold			
50	1	roller harrow	Brilion				
51	1	offset disc	Towner				
52	1	offset disc	Towner				
53	1	rolling cultivator		4 row			
54	1	bedder w/spray boom					
55	1	fertilizer injector					
56	1	spray boom					
57	1	SS tank		front mount			
58	1	SS tank		front mount			
59	1	SS tank		3 pt			
60	1	rolling cultivator-tomato		2 row			

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(2) Line No.	(3) Quantity	(4) Kind	(5) Manufacturer	(6) Size and Type	(7) Condition	(8) Year	(9) Serial or Model No.
61	1	pumpkin harrow		3 row			
62	1	back out bar					
63	3	totes		250 gallon			
64	1	crust breaker		4 row			
65	1	snow blower	Buehler	9620 3 pt			SN 3606
66	1	power bedder					
67	1	rolling culter bar crop cover cutter		3 pt			
68	1	fuel tank w/ pump		750 gal			
69	1	fuel tank w/pump		300 gallon			
70	1	bed harrow		2 section			
71	1	blade		3 pt			
72	1	gravel box w/hoist	Clemet				
73	1	water tank		1000 gal			
74	1	truck	Ford	F-250 flatbed		2001	SN 6310
75	1	truck	Ford	F-250 flatbed		2000	SN YEB81441
76	1	truck	Ford	F-150			SN 1319
77	1	truck-Semi	Freightliner	Semi		1995	SN 9073 P#8
78	1	truck-Semi	Freightliner	Semi		1990	2FUPASYB8LV382365
79	1	truck-Semi	Freightliner	Semi		1986	SN 1216 P#9
80	1	truck-Semi	Mack	Semi		1988	SN 1059
81	1	truck	Mack	RL600		1978	SN 4675
82	1	truck	Mack			1971	SN 8213
83	1	truck-reefer Semi	Volvo	Semi		1987	YV5L07FA7GA033600
84	1	truck-Semi	IHC	9670 Semi		1983	SN 1312 P#10
85	1	truck-Semi	IHC	Semi		1995	SN 4832
86	1	trailer-reefer		46'			SN 76EC
87	1	trailer-reefer		48'		1990	SN 4924
88	1	trailer-reefer		48'		1990	SN 0001
89	1	trailer - reefer	Trailmobile	48' stationary		1990	
90	1	Reefer box		20'			SN 6187 P#28
91	1	trailer-flatbed	Fruehauf	40'		1976	SN 0574 P#33
92	1	trailer-equipment	Wheaten			1952	DL308
93	1	trailer-flatbed	Liberty			1952	9103189
94	1	trailer-pup		20' 4W			WBD236221323

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(2) Line No.	(3) Quantity	(4) Kind	(5) Manufacturer	(6) Size and Type	(7) Condition	(8) Year	(9) Serial or Model No.
95	1	trailer-pup		20' 4W			ID012471
96	1	trailer		4 wheel			
97	1	trailer-hyster					
98	2	trailers-pallet					
99	1	wagon	JD	4 wheel			
100	1	wagon w/side rails	JD	4 wheel			
101	1	bed-beet		20'			
102	1	bed-beet		16'			
103	2	trailer - utility frames					
104	3	trailer-semi dolly		5th wheel dollys			
105	1	trailer - gravel dump					
106	1	trailer - travel	Prowler	5th wheel travel trailer			SN 1715
107	1	van	Ford	Cargo Van		2002	

(10) Including the following described fixtures which are affixed, or are to be affixed to real estate, as extracted collateral; or timber to be cut, all of which, together with the associated real estate, are more particularly described as follows:

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(d) All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following located in the State(s) of (1) Idaho ;

[illegible]

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- (e) All accounts, deposit accounts, goods, supplies, inventory, supporting obligations, investment property, certificates of title, payment intangibles, and general intangibles, including but not limited to the following:

All crops, livestock, farm products (per UCC-1F) and all farm equipment, certificates of title, goods, supplies, inventory, accounts, deposit accounts, supporting obligations, contract rights, payment intangibles, general intangibles, investment property, gross receipts, equities, crop insurance indemnity payments, all entitlements, benefits, payments from all State and Federal farm programs, grazing shares, all beet stock, and all proceeds of the aforesaid property.

### 3. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT :

- (a) Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect; (2) any applicable landlord's statutory liens; and (3) other liens, encumbrances, security or other interests previously disclosed to Secured Party in the loan application, farm operating plan or other loan documents. Debtor will defend the collateral against the claims and demands of all other persons.
- (b) Statements contained in Debtor's loan application and related loan documents are true and correct and that Debtor's name, as stated in the loan application and in this Security Agreement, is Debtor's complete legal name; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced; (2) comply with such farm operating plans as may be agreed upon from time to time by Debtor and Secured Party; (3) care for and maintain collateral in a good and husbandlike manner; (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance; (5) permit Secured Party to inspect the collateral at any reasonable time; (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party; (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered by this Security Agreement; and (8) maintain accurate records of the collateral, furnish Secured Party any requested information related to the collateral and allow Secured Party to inspect and copy all records relating to the collateral.
- (c) Debtor will pay promptly when due all (1) indebtedness evidenced by the Note and any indebtedness to Secured Party secured by this Security Agreement; (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of lien searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or this security interest; (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest; and (4) fees and other charges now or later required by regulations of the Secured Party.
- (d) Secured Party is authorized to file financing statements describing the collateral, to file amendments to the financing statements and to file continuation statements.
- (e) Debtor will immediately notify Secured Party of any material change in the collateral or in the collateral's location; change in Debtor's name, address, or location; change in any warranty or representation in this Security Agreement; change that may affect this security interest or its perfection; and any event of default.
- (f) Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the Note which has the highest interest rate.
- (g) All advances by Secured Party as described in this Security Agreement, with interest, shall be immediately due and payable by Debtor to Secured Party without demand and shall be secured by this Security Agreement. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the Note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.
- (h) In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor agrees to execute any further documents, including additional security instruments on such real and personal property as Secured Party may require and to take any further actions reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to Secured Party herein.

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**4. IT IS FURTHER AGREED THAT :**

- (a) Until default, Debtor may retain possession of the collateral.
- (b) **Default** shall exist under this Security Agreement if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this Security Agreement or to observe or perform any covenants or agreements in this Security Agreement or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of any one of the parties named as Debtor. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands, as described in 7 CFR Part 1940, Subpart G, Exhibit M or any successor regulation. Upon any default:
  - (1) Secured Party, at its option, with or without notice as permitted by law may (a) declare the unpaid balance on the Note and any indebtedness secured by this Security Agreement immediately due and payable; (b) enter upon the premises and cultivate and harvest crops, take possession of, repair, improve, use, and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law. Secured Party may disclaim all warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like in any disposition of the collateral;
  - (2) Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such times and places as designated by Secured Party; and (b) waives all notices, exemptions, compulsory disposition and redemption rights;
  - (3) A default shall exist under any other security instrument held by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this Security Agreement.
- (c) Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, processing, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Secured Party, third to the satisfaction of indebtedness secured by this Security Agreement, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any obligations of Debtor owing to Secured Party and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the Note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.
- (d) It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this Security Agreement, no collateral covered by this Security Agreement is or shall become realty or accessioned to other goods.
- (e) Debtor agrees that the Secured Party will not be bound by any present or future State exemption laws. Debtor expressly **WAIVES** the benefit of any such State laws.
- (f) Secured Party may comply with any applicable State or Federal law requirements in connection with the disposition of the collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the collateral.
- (g) This Security Agreement is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this Security Agreement.
- (h) If any provision of this Security Agreement is held invalid or unenforceable, it shall not affect any other provisions, but this Security Agreement shall be construed as if it had never contained such invalid or unenforceable provision.

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KWJ 2013

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- (i) The rights and privileges of Secured Party under this Security Agreement shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this Security Agreement are joint and several and shall bind personal representatives, heirs, successors, and assigns.
- (j) If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from other credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the Note and any indebtedness secured by this Security Agreement. Debtor will be responsible for any application fees or purchase of stock in connection with such loan. The provisions of this paragraph do not apply if the Note secured by this Security Agreement is for a Conservation Loan.
- (k) Failure of the Secured Party to exercise any right, whether once or often, shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.
- (l) SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW .

## 5. CERTIFICATION

*I certify that the information provided is true, complete and correct to the best of my knowledge and is provided in good faith. (Warning: Section 1001 of Title 18, United States Code, provides for criminal penalties to those who provide false statements. If any information is found to be false or incomplete, such finding may be grounds for denial of the requested action.)*

6A.

WISSEL FARMS CORPORATION

By Bertha Guadalupe Wessel (Date) 6/7/2013

Debtor

By Matthew M. Wessel (Date) 6/7/2013  
as an individual

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0238. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

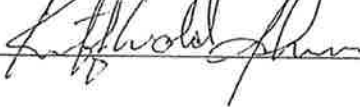
The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

ATTACHMENT TO FSA-2028

Wissel Farms Corporation DATED June 7, 2013 – ADDITIONAL SIGNATURES REQUIRED


\_\_\_\_ Wissel & Johnson Trucking Co. \_\_\_\_

 Kristopher Johnson, Member

see previous page Matthew Wissel, Member

see previous page, Matthew Wissel, as an INDIVIDUAL

Wissel Bros. Corporation by

 Benita Wissel,

see previous page Matthew Wissel

## UCC FINANCING STATEMENT

## ELECTRONIC FILING\*

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER:

VICKI KEEN | ---- | VICKI.KEEN@ID.USDA.GOV | ----

IDAHO SECRETARY OF STATE

06/06/2013 11:06

\$3.00

Filing Number:

B 2013-1124498-0

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY  
2208 E CHICAGO STREET, SUITE B  
CALDWELL, ID 83605

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME:

OR

1b. LAST NAME:

ST JOHN

FIRST NAME:

AMANDA

MIDDLE NAME:

ROSE

SUFFIX:

1c. MAILING ADDRESS:

2011 NE THOMPSON STREET

CITY:

PORTLAND

STATE:

OR

POSTAL CODE:

97212

COUNTRY:

USA

1 TAX ID #: SSN OR TIN

ADD INFO RE  
ORGANIZATION  
DEBTOR:

1e. TYPE OF ORG:

1f. JURISDICTION OF ORG:

1g. ORGANIZATIONAL ID #: (if any)

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME:

OR

UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY

3b. LAST NAME:

FIRST NAME:

MIDDLE NAME:

SUFFIX:

3c. MAILING ADDRESS:

2208 E CHICAGO STREET, SUITE B

CITY:

CALDWELL

STATE:

ID

POSTAL CODE:

83605

COUNTRY:

USA

4. This FINANCING STATEMENT covers the following collateral:

ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT, CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS, SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES, INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS, ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS, GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable):

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

(ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:

\*Electronically generated from original XML Document



## UCC FINANCING STATEMENT

### ELECTRONIC FILING\*

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: VICKI KEEN   ---   VICKI.KEEN@ID.USDA.GOV   ---	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

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 \$3.00  
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 B 2013-1124497-1

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1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME:				
OR				
1b. LAST NAME: ST JOHN	FIRST NAME: KENNETH	MIDDLE NAME: THOMAS	SUFFIX:	
1c. MAILING ADDRESS: 2011 NE THOMPSON STREET		CITY: PORTLAND	STATE: OR	POSTAL CODE: 97212
1d. TAX D #: SSN OR TIN	1e. TYPE OF ORG: ADD'L INFO RE ORGANIZATION DEBTOR:	1f. JURISDICTION OF ORG:	1g. ORGANIZATIONAL ID #: (if any)	

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY				
OR				
3b. LAST NAME:	FIRST NAME:	MIDDLE NAME:	SUFFIX:	
3c. MAILING ADDRESS: 2208 E CHICAGO STREET, SUITE B		CITY: CALDWELL	STATE: ID	POSTAL CODE: 83605
				COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT,  
 CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS,  
 SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES,  
 INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS,  
 ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS,  
 GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable):

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or  
 recorded) in the

REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

(ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐  
 Debtor 2

8. OPTIONAL FILER REFERENCE DATA:

\*Electronically generated from original XML Document

## UCC FINANCING STATEMENT

**ELECTRONIC FILING\***

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: VICKI KEEN   ----   VICKI.KEEN@ID.USDA.GOV   ----	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

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**06/06/2013 11:06**  
 \$3.00  
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**B 2013-1124496-2**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME:					
OR					
1b. LAST NAME: WISSEL		FIRST NAME: MORGAN		MIDDLE NAME: ALEXANDRIA	
1c. MAILING ADDRESS: 11085 LAKE LOWELL		CITY: NAMPA		STATE: ID	POSTAL CODE: 83686
1d. TAX D #: SSN OR TIN		1e. TYPE OF ORG:		1f. JURISDICTION OF ORG:	
ADD'L INFO RE ORGANIZATION DEBTOR:				1g. ORGANIZATIONAL ID #: (if any)	

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME: UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY					
OR					
3b. LAST NAME:		FIRST NAME:		MIDDLE NAME:	
3c. MAILING ADDRESS: 2208 E CHICAGO STREET, SUITE B		CITY: CALDWELL		STATE: ID	POSTAL CODE: 83605
				COUNTRY: USA	

4. This FINANCING STATEMENT covers the following collateral:  
 ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT,  
 CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS,  
 SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES,  
 INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS,  
 ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS,  
 GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable):  
☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the  
 REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  
 (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:

\*Electronically generated from original XML Document

**UCC FINANCING STATEMENT****ELECTRONIC FILING\***

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: VICKI KEEN   ----   VICKI.KEEN@ID.USDA.GOV   ----	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

IDAHO SECRETARY OF STATE

06/06/2013 11:06

\$3.00

Filing Number:

B 2013-1124494-4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME:				
OR	1b. LAST NAME: WISSEL	FIRST NAME: BENITA	MIDDLE NAME: GUADALUPE	SUFFIX:
1c. MAILING ADDRESS: 11085 LAKE LOWELL AVE		CITY: CALDWELL	STATE: ID	POSTAL CODE: 83686
1d. TAX D #: SSN OR TIN	ADD'L INFO RE ORGANIZATION DEBTOR:	1e. TYPE OF ORG:	1f. JURISDICTION OF ORG:	1g. ORGANIZATIONAL ID #: (if any)

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY				
OR	3b. LAST NAME:	FIRST NAME:	MIDDLE NAME:	SUFFIX:
3c. MAILING ADDRESS: 2208 E CHICAGO STREET, SUITE B		CITY: CALDWELL	STATE: ID	POSTAL CODE: 83605
				COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT,  
 CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS,  
 SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES,  
 INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS,  
 ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS,  
 GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable):

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the

REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

(ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:

\*Electronically generated from original XML Document

**UCC FINANCING STATEMENT****ELECTRONIC FILING\***

<b>A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER:</b> VICKI KEEN   ----   VICKI.KEEN@ID.USDA.GOV   ----	
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

IDAHO SECRETARY OF STATE  
**06/06/2013 11:06**  
\$3.00  
Filing Number:  
**B 2013-1124493-5**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME: - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

<b>1a. ORGANIZATION'S NAME:</b>			
OR			
<b>1b. LAST NAME:</b> WISSEL	<b>FIRST NAME:</b> MATTHEW	<b>MIDDLE NAME:</b> MARK	<b>SUFFIX:</b>
<b>1c. MAILING ADDRESS:</b> 11085 LAKE LOWELL AV		<b>CITY:</b> NAMPA	<b>STATE:</b> ID
<b>1d. TAX ID #: SSN OR TIN</b>		<b>1e. TYPE OF ORG:</b>	<b>1f. JURISDICTION OF ORG:</b>
ADD'L INFO RE ORGANIZATION DEBTOR:		<b>1g. ORGANIZATIONAL ID #:</b> (if any)	

**3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)**

<b>3a. ORGANIZATION'S NAME:</b>			
OR			
UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY			
<b>3b. LAST NAME:</b>	<b>FIRST NAME:</b>	<b>MIDDLE NAME:</b>	<b>SUFFIX:</b>
<b>3c. MAILING ADDRESS:</b> 2208 E CHICAGO STREET, SUITE B		<b>CITY:</b> CALDWELL	<b>STATE:</b> ID
		<b>POSTAL CODE:</b> 83605	<b>COUNTRY:</b> USA

**4. This FINANCING STATEMENT covers the following collateral:**

ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT, CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS, SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES, INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS, ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS, GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

**5. ALTERNATIVE DESIGNATION (if applicable):**

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

**8. OPTIONAL FILER REFERENCE DATA:**

\*Electronically generated from original XML Document



**UCC FINANCING STATEMENT****ELECTRONIC FILING\***

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: VICKI KEEN   ----   VICKI.KEEN@ID.USDA.GOV   ----	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

IDAHO SECRETARY OF STATE  
**06/06/2013 11:06**  
 \$3.00  
 Filing Number:  
**B 2013-1124492-6**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
OR 1a. ORGANIZATION'S NAME: WISSEL FARMS CORPORATION					
1b. LAST NAME:		FIRST NAME:		MIDDLE NAME:	
1c. MAILING ADDRESS: 11085 LAKE LOWELL AVE		CITY: NAMPA		STATE: ID	POSTAL CODE: 83686
1d. TAX D #: SSN OR TIN	ADD'L INFO RE ORGANIZATION DEBTOR:	1e. TYPE OF ORG: CORPORATION	1f. JURISDICTION OF ORG: ID	1g. ORGANIZATIONAL ID #: (if any) C88632	
3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)					
OR 3a. ORGANIZATION'S NAME: UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY					
3b. LAST NAME:		FIRST NAME:		MIDDLE NAME:	
3c. MAILING ADDRESS: 2208 E CHICAGO STREET, SUITE B		CITY: CALDWELL		STATE: ID	POSTAL CODE: 83605
4. This FINANCING STATEMENT covers the following collateral: ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT, CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS, SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES, INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS, ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS, GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.					
5. ALTERNATIVE DESIGNATION (if applicable): [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER					
6. [ ] This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2		
8. OPTIONAL FILER REFERENCE DATA:					

\*Electronically generated from original XML Document

**UCC FINANCING STATEMENT****ELECTRONIC FILING\***

<b>A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER:</b>	
VICKI KEEN   ----	VICKI.KEEN@ID.USDA.GOV   ----
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>	
UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY	
2208 E CHICAGO ST., STE B	
CALDWELL, ID 83605	

IDAHO SECRETARY OF STATE

06/12/2013 11:26

\$3.00

Filing Number:

B 2013-1124792-7

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME:				
OR				
1b. LAST NAME:		FIRST NAME:	MIDDLE NAME:	SUFFIX:
WISSEL BROTHERS CORPORATION				
1c. MAILING ADDRESS:		CITY:	STATE:	POSTAL CODE:
11085 LAKE LOWELL AVE		NAMPA	ID	83686
1d. TAX D #: SSN OR TIN	ADD'L INFO RE ORGANIZATION DEBTOR:	1e. TYPE OF ORG:	1f. JURISDICTION OF ORG:	1g. ORGANIZATIONAL ID #: (if any)

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME:				
OR				
UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY				
3b. LAST NAME:		FIRST NAME:	MIDDLE NAME:	SUFFIX:
3c. MAILING ADDRESS:		CITY:	STATE:	POSTAL CODE:
2208 E CHICAGO ST. STE B		CALDWELL	ID	83605
				COUNTRY:
				USA

4. This FINANCING STATEMENT covers the following collateral:

ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT, CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS, SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES, INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS, ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS, GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable):

☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the

REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

(ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐

Debtor 2

8. OPTIONAL FILER REFERENCE DATA:

\*Electronically generated from original XML Document

## UCC FINANCING STATEMENT

### ELECTRONIC FILING\*

A. NAME, PHONE, EMAIL, FAX OF CONTACT AT FILER: VICKI KEEN   ----   VICKI.KEEN@ID.USDA.GOV   ----	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY 2208 E CHICAGO STREET, SUITE B CALDWELL, ID 83605	

IDAHO SECRETARY OF STATE  
06/06/2013 11:06  
\$3.00  
Filing Number:  
B 2013-1124499-9

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME:					
OR					
1b. LAST NAME: WISSEL		FIRST NAME: ADRIANA		MIDDLE NAME: MAUDE	
1c. MAILING ADDRESS: 2549 S SKYVIEW DRIVE		CITY: NAMPA		STATE: ID	POSTAL CODE: 83686
1d. TAX D #: SSN OR TIN	ADD'L INFO RE ORGANIZATION DEBTOR:	1e. TYPE OF ORG:	1f. JURISDICTION OF ORG:	1g. ORGANIZATIONAL ID #: (if any)	

3. SECURED PARTY'S NAME: (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME: UNITED STATES OF AMERICA ACTING THROUGH FARM SERVICE AGENCY					
OR					
3b. LAST NAME:		FIRST NAME:		MIDDLE NAME:	
3c. MAILING ADDRESS: 2208 E CHICAGO STREET, SUITE B		CITY: CALDWELL		STATE: ID	POSTAL CODE: 83605
				COUNTRY: USA	

4. This FINANCING STATEMENT covers the following collateral:  
ALL CROPS, LIVESTOCK, FARM PRODUCTS (PER UCC-1F) AND ALL FARM EQUIPMENT,  
CERTIFICATES OF TITLE, GOODS, SUPPLIES, INVENTORY, ACCOUNTS, DEPOSIT ACCOUNTS,  
SUPPORTING OBLIGATIONS, CONTRACT RIGHTS, PAYMENT INTANGIBLES, GENERAL INTANGIBLES,  
INVESTMENT PROPERTY, GROSS RECEIPTS, EQUITIES, CROP INSURANCE INDEMNITY PAYMENTS,  
ALL ENTITLEMENTS, BENEFITS, PAYMENTS FROM ALL STATE AND FEDERAL FARM PROGRAMS,  
GRAZING SHARES, ALL BEET STOCK AND ALL PROCEEDS OF THE AFORESAID PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA:	

\*Electronically generated from original XML Document

JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Nicholas J. Woychick, Assistant United States Attorney  
United States Attorney's Office  
800 Park Boulevard, Suite 600, Boise, ID 83712 (208) 334-1211

**DEFENDANTS** Wissel Farms Corporation, Benita Guadalupe Wissel,  
Matthew Mark Wissel, Kristofer Wade Johnson, Adriana Maude Wissel, Morgan  
Alexandria Wissel, Kenneth Thomas St. John, Amanda Rose St. John

County of Residence of First Listed Defendant Canyon  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1345

Brief description of cause:

Suit to foreclose real property and chattels.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
286,237.97

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

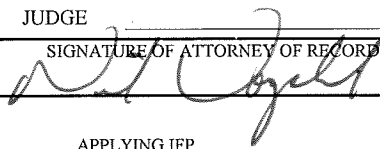
JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

10/18/19

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_





Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

for the

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V.

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

for the

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V.

Defendant(s)

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_ District of \_\_\_\_\_

Defendant(s)

*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

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UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

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Civil Action No.

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: